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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

TUMKUR DISTRICT.

Notification dated 1st February 1938.

It is hereby notified for general information that the right to cut the mature and marked casuarina trees in the following plantations of the Tumkur Range will be sold by public auction by the District Forest Officer at the places and on the dates as noted below:—

No.	Name of plantation	Approximate quantity in tons	Distance from the Railway Station	Date and place of sale
1	Ammanaghatta	40 tons	3 to 4 miles from Gubbi.	Gubbi Travellers' Bungalow. 22nd February 1938.
2	Netagunte			
3	Honnnavalli	50 tons	7 miles from Gubbi.	
4	Adagur			
5	Harenahalli	10 tons	7 miles from Yelladabagi.	Tumkur Forest Range Office. 21st February 1938.
6	Mallasandra	25 tons	5 miles from Tumkur.	
7	Gollahalli			
8	Ballapura	15 tons	7 miles do	
9	Lingenahalli			
10	Dasarahalli	10 tons	8 miles do	

N. B.—The quantities noted are approximate.
The auction will commence at 2 P.M.

1. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi sale rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount, on the estimated quantities noted above less deposit already paid, with Local, Railway and Education Cesses on the full sale amount, failing which the plantation will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

2. Defaulters to the Department will not be allowed to bid at the sale.

3. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

4. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount of the estimated quantities noted above, whichever is less, for each group of plantations as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

- (a) That he shall fell the dead casurina trees purchased by him by the end of June 1938 and complete all removal by the end of June 1938.
- (b) That he shall make the fellings of the trees in a methodical manner from one side of the plantation and stock the fuel into lots of one ton each; after the measurements are taken by the Range Officer, the fuel should be paid for and removed with a Way Permit for each consignment.
- (c) That he shall stack fuel in the open near fellings or the place appointed by the Range Officer in lots till inspected and passed by the Range Officer and that each consignment of fuel shall be covered by a passport issued by the Range Officer or any other Officer deputed by the District Forest Officer in this behalf and not by private chits or passport under any circumstances. That excess over the contracted quantity shall be removed after payment.
- (d) That if any tree, shrub or growth reserved by the Department as noted in clause (b) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.
- (e) That he shall abide by the rules of the Department as regards the kindlings of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (f) That no operation shall take place in the forest after sunset and before sunrise.
- (g) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- (h) That he shall have no right whatsoever over the Plantation and over the fuel paid for but left unremoved in any of the Plantations, after the 30th June 1938 unless extension is given.
- (i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.
- (j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract enforce forfeiture of all or any part of the deposit and shall re-sell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

B. MADHAVA RAO,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated the 31st January 1938.

It is hereby informed for general information that the sales of timber in the Mysore Wood-Yard and the Manchegowdanahalli Depot, published on pages 110 and 111, Part VI of the *Mysore Gazette*